

Tropical Smoothie Café Mamma Mia Greek Giveaway  
OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

2. Eligibility.

The Tropical Smoothie Café Mamma Mia Greek Giveaway (this "Promotion") is open only to individual persons who are legal residents of the contiguous United States (the "Territory") and are 18 years or older as of the beginning of the Promotion Period (as defined below). Limit one (1) entry per person, per e-mail address, per telephone number and per household. Multiple entries submitted by an individual, or any effort by an individual to misrepresent himself or herself through the use of aliases or multiple e-mail addresses will disqualify all entries of that individual. Entries generated by a script, macro or other automated means are void. Individuals who disregard these Official Rules are ineligible to win. Officers, directors, employees, contractors, representatives and agents of Tropical Smoothie Franchise Development Corporation ("Tropical Smoothie Café"), its affiliates, and prize providers (collectively the "Promotion Parties") and each of their respective immediate families and household members are not eligible to enter this Promotion.

3. How to Enter.

This Promotion begins at 12 AM Eastern Time ("ET") on Sunday December 1<sup>st</sup>, 2008 and ends at 12 AM ET (the "End Time") on Saturday February 28<sup>th</sup>, 2009 (the "Promotion Period"). To enter this Promotion, go to the [www.tropicalsmoothiecafe.com](http://www.tropicalsmoothiecafe.com) (the "Promotion Website") during the Promotion Period, complete the online entry form and click "submit" (known individually as an "Entry and collectively as "Entries"). By submitting an eligible Entry, such individual will be known as an "Entrant". Entries must be received by the End Time on the last date of the Promotion Period. Promotion Parties are not responsible for injury or damage to Entrants' or to any other person's computer related to or resulting from participating in this Promotion.

Promotion Parties are not responsible for any misdirected, lost, late, inaccurate or incomplete Entries, and such Entries will be void. Promotion Parties are not responsible for: (1) any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability, (2) garbled or jumbled transmissions, (3) service provider/Internet/web site/use net accessibility or availability, traffic congestion, (4) unauthorized human intervention or (5) the incorrect or inaccurate

capture of entry information or the failure to capture any such information. All Entries and other materials submitted by Entrants in connection with this Promotion become the property of Tropical Smoothie Café and will not be returned or acknowledged. Proof of sending or submission will not be deemed to be proof of receipt by Tropical Smoothie Café. By entering this Promotion, unless prohibited by law, each Entrant grants to Tropical Smoothie Café the right to use, display, distribute or publish such Entrant's name, likeness, photograph, voice, address (city and state), biographical information, and any material based thereon or derived there from, or to refrain from so doing, in any manner in any and all media, whether now known or hereafter devised, anywhere in the world in perpetuity in connection with this Promotion or as Tropical Smoothie Café otherwise determines in its sole discretion, and for purposes of advertising or trade in promoting or publicizing Tropical Smoothie Café, its products and/or services, without compensation. Acceptance of a Prize constitutes a waiver of any claims to compensation, royalties, or other remuneration for such use.

#### 4. Prize.

Tropical Smoothie Café will award a trip for two (2) to Athens, Greece and a tour of the islands of Skiathos and Skopelos (the "Prize"). The approximate retail value of the Prize is **\$12,000**. The Prize cannot be substituted, exchanged or transferred, except that Tropical Smoothie Café reserves the right, in its sole discretion, to substitute a comparable prize.

Dates and location of Mamma Mia Greek Giveaway ("Event") must be taken no later than February 28, 2010 and winner must give 45 days advance notice of desired departure. If the Event is cancelled,

Tropical Smoothie Café's only obligation to the Prizewinner is to award the transportation and hotel accommodations listed below. Travel companion must be of majority age or older in the jurisdiction in which he or she resides or be the minor child or ward of the prize winner.

The Prize is a trip for two for 7 nights and 8 days trip and includes: (a) round-trip coach air transportation to Athens, Greece (the "Destination"); (b) 2-nights hotel accommodations in Athens, Greece at the Athens Ledra Marriott Hotel with breakfast daily included (one double occupancy room and room tax only); (c) Private transfer from Athens to Constantine Pier and one-way flying catamaran (by sea) from Athens to Skiathos; (d) VIP tour of Skiathos and Skopelos (as arranged by Sponsor or its designee); (e) four (4) consecutive nights hotel accommodations (single standard room, double occupancy) at the Skiathos Princess Hotel with sea view room with breakfast daily included; (f) One way ferry from Skiathos to Skopelos; (g) 1-night hotel accommodations (single standard room, double occupancy) at the Skopelos Village Hotel with breakfast included; (h) One-way catamaran from Skopelos to Athens; (i) Hotel taxes and service charges included; (j) Portage of one (1) suitcase per person at hotels included. All other expenses not

mentioned herein, including, without limitation, ground transportation, meals, additional hotel amenities, excursions, fees and gratuities, are the sole responsibility of the Prizewinner and his or her traveling companion. Travel and hotel accommodations are subject to availability. Certain blackout dates and material restrictions may apply. Any and all taxes imposed are the responsibility of the Prizewinner.

If the selected Prizewinner is unable to travel on dates specified, the winner must give a minimum 45 days advance notice of desired departure date and all travel must be completed by February 28<sup>th</sup> 2010, the selected Prizewinner will forfeit the prize and another Entrant will be selected from among Entries received to be the replacement Prizewinner.

#### 5. Drawing and Odds of Winning.

Prizewinner will be selected in a random drawing from among all eligible Entries received, to be held immediately after the completion of the Promotion Period. All drawings shall be conducted by Tropical Smoothie Café whose decisions are final and binding with respect to all aspects of this Promotion. The odds of winning the Prize will be determined by the number of eligible Entries received estimated at 1:2500.

#### 6. Prize Winner.

The potential Prizewinner and his/her Entry shall be subject to verification and the requirements of these Official Rules. Tropical Smoothie Café will notify Prizewinners by telephone. Entrant agrees that Tropical Smoothie Café may broadcast such notification live and/or recorded in various media. Tropical Smoothie Café will require Prizewinner to execute and return an affidavit of eligibility, publicity release (except where prohibited), liability

waiver and/or IRS Form W-9 (if required by IRS regulations) within 30 days of issuance (collectively, "Affidavit"). Prizewinner's travel companion (or Prizewinner if travel companion is the minor child or ward of the Prizewinner) will also be required to execute and return a liability waiver form within this same 30 day deadline. If a Prizewinner does not respond to the Prize notification

within 24-hours, is found to be ineligible, fails to execute and/or return any documentation required by

Tropical Smoothie Café and/or a Prize is returned as undeliverable, Tropical Smoothie Café will consider such Prizewinner to have forfeited the Prize and another Prizewinner will be selected as time allows. Tropical Smoothie Café reserves the right to modify notification procedures in its sole discretion, if necessary due to time constraints. If a Prize is won by a person who is not of the legal age of majority in his/her state of residence (a "Minor"), the Minor's parent or legal guardian will be required to execute the Affidavit on the Minor's Behalf and will be required to be the Minor's travel companion on all prize travel. A minor will not be allowed to participate in any portion of prize travel without being accompanied

by his or her parent or legal guardian. Tropical Smoothie Café reserves the right to disqualify any Entrant for any reason, including without limitation, if that Entrant has not complied with these Official Rules or has interfered, in Tropical Smoothie Café's sole opinion, with the proper conduct of this Promotion. Payment of all taxes is the sole responsibility of the Prizewinner. Prizewinner may be issued an IRS Form 1099 for the approximate retail value of the applicable Prize.

#### 7. Use of Entrant Information for Marketing Purposes.

By entering this Promotion, Entrant agrees that, unless Entrant otherwise opts out on the Promotion Website, Tropical Smoothie Café and its designees may use Entrant's physical and/or e-mail address to contact Entrant regarding Tropical Smoothie Café and other offers and/or promotions that Tropical Smoothie Café believes may interest Entrant.

#### 8. Dispute Resolutions; Limitation of Liability.

Each Entrant hereby releases, and agrees to defend, indemnify and hold harmless the Promotion Parties and each of their respective officers, directors, shareholders, representatives, employees, agents, successors and assigns, from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to any Entrant's participation in this Promotion or the awarding, acceptance, use or misuse of the Prize or part thereof. Any and all

disputes, claims, and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action. This Promotion shall be governed by, and construed in accordance with, the laws of the State of Florida, regardless of principles of conflicts of laws that may require the application of the laws of another jurisdiction. Any action or litigation concerning this Promotion shall take place exclusively in the federal or state courts sitting in Okaloosa County, Florida, and each Entrant

expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each Entrant agrees to service of process by mail or other method acceptable under the laws of the State of Florida. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

#### 9. General Conditions.

This Promotion is subject to the laws of the State of Florida. By entering this Promotion, each Entrant agrees to be bound by these Official Rules and the decisions of Tropical Smoothie Café. In addition, each

Entrant represents and warrants that all information contained in his/her Entry is true and accurate. Promotion Parties are not responsible for any printing errors in these Official Rules. In the event this Promotion is compromised for any reason (including computer virus, tampering, bugs, computer malfunction, fraud, unauthorized intervention or other causes beyond the control of Tropical Smoothie Café) which, in the sole opinion of Tropical Smoothie Café, corrupts or impairs the administration, security, fairness or proper play of this Promotion, Tropical Smoothie Café reserves the right in its sole discretion to suspend, modify or terminate this Promotion. Tropical Smoothie Café is not responsible if any Promotion cannot be implemented or any Prize cannot be awarded due to delays or interruptions beyond Tropical Smoothie Café's control, including those due to acts of God, acts of war, strikes, governmental action, natural disasters, weather, or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Promotion in any way in Tropical Smoothie Café's sole discretion shall be disqualified. This Promotion is void outside the Territory and where prohibited.

#### 10. Promotion Sponsor; Obtaining a Winner's List.

This Promotion is sponsored by Tropical Smoothie Franchise Development Corporation, 4100

Legendary Drive, Suite 250, Destin, Florida 32541. To receive a winners list, send a self-addressed, stamped envelope (except where prohibited), and a note identifying the name of this Promotion, after the Promotion Period has ended, but within 120 days of the last date of the Promotion Period, to the address above, Attention: Promotions Department.

© 2008 Tropical Smoothie Franchise Development Corporation. "Tropical Smoothie Café", the Tropical Smoothie Café logo, and related marks are trademarks of Tropical Smoothie Franchise Development Corporation.